SERFF Tracking #: ACEH-132156296 State Tracking #:

Company Tracking #: 19-PR-2017654

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

**Product Name:** ForeFront Portfolio - Not For Profit Organizations

Project Name/Number: FFP NFP 4/19-PR-2017654

# Filing at a Glance

Companies: Executive Risk Indemnity Inc.

Federal Insurance Company

Product Name: ForeFront Portfolio - Not For Profit Organizations

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 11/15/2019

SERFF Tr Num: ACEH-132156296 SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 19-PR-2017654

Effective Date On Approval

Requested (New):

Effective Date On Approval

Requested (Renewal):

Author(s): Debra Rodgers, Cheryl Oberman

Reviewer(s):

Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

SERFF Tracking #: ACEH-132156296 State Tracking #: Company Tracking #: 19-PR-2017654

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: ForeFront Portfolio - Not For Profit Organizations

Project Name/Number: FFP NFP 4/19-PR-2017654

**General Information** 

Project Name: FFP NFP 4 Status of Filing in Domicile: Pending

Project Number: 19-PR-2017654 Domicile Status Comments: DE(ERII) and IN(FED) are

pending approval.

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 11/15/2019

State Status Changed: Deemer Date:

Created By: Debra Rodgers Submitted By: Debra Rodgers

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for filing are new, optional endorsements, to be used with our ForeFront Portfolio - Not For Profit Organizations

Program.

**Company and Contact** 

**Filing Contact Information** 

Cheryl Oberman, Product Analyst coberman@chubb.com 202 Halls Mill Raad 908-572-4649 [Phone]

Building B

Whitehouse Statuin, NJ 08889

**Filing Company Information** 

Executive Risk Indemnity Inc.

CoCode: 35181

State of Domicile: Delaware

C/O The CT Corporation System

Group Code: 626

Company Type: Stock

1209 Orange Street

Group Name: Chubb

State ID Number:

Wilmington, DE 19801- 1120 FEIN Number: 13-2912259

(908) 572-2000 ext. [Phone]

Federal Insurance Company

CoCode: 20281

State of Domicile: Indiana

One American Square

Group Code: 626

Company Type: Stock

202 N. Illinois St.

Group Name: Chubb

State ID Number:

Suite 2600 FEIN Number: 13-1963496

Indianapolis, IN 46282 (908) 572-2000 ext. [Phone]

**Filing Fees** 

Fee Required? No Retaliatory? No

Fee Explanation:

SERFF Tracking #: ACEH-132156296 State Tracking #: 19-PR-2017654

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

**Product Name:** ForeFront Portfolio - Not For Profit Organizations

**Project Name/Number:** FFP NFP 4/19-PR-2017654

## Form Schedule

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Date	Type	Action	Data	Score	Attachments
1		KIDNAP RANSOM AND EXTORTION PANEL ENHANCEMENT ENDORSEMENT	14-02- 17193	(09/2014)	END	New		0.000	14-02-17193 (KRE).pdf
2		CRIME PANEL ENHANCEMENT ENDORSEMENT	14-02- 17194	(09/2010)	END	New		0.000	14-02-17194 (CRIME).pdf
3		DIRECTORS & OFFICERS NFP PANEL ENHANCEMENT ENDORSEMENT (Absolute Non- Rescindable)	14-02- 17199	(09/2010)	END	New		0.000	14-02-17199 (D&O).pdf

### Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other

#### **ENDORSEMENT/RIDER**

<COVSECT>

Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

#### KIDNAP RANSOM AND EXTORTION PANEL ENHANCEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to this Kidnap/Ransom and Extortion Coverage Section the following coverage enhancements are being made:

#### **AMEND DEFINITION OF EMPLOYEE**

The definition of Employee, as set forth in Subsection 6., Definitions, is amended to include any
former or retired Employee of the Organization retained as a consultant (as evidenced by a
written contract for services) to the Organization.

#### AMEND INDEPENDENT SECURITY GUARD SERVICES

- 2. Paragraph (a)(v) of the definition of **Expenses**, as set forth in Subsection 6., Definitions, is deleted and replaced with the following:
  - (v) independent security guard services for up to ninety (90) days;

#### **SALARY AND RELATIVE COMPENSATION**

- 3. A. The reference to "thirty (30) days" in paragraphs (a)(xi) and (a)(xii) of the definition of **Expenses**, as set forth in Subsection 6., Definitions, is deleted and replaced with "sixty (60) days."
  - B. The definition of **Expenses**, as set forth in Subsection 6., Definitions, is amended by adding the following:
    - (n) the Salary which an Organization pays an Employee or the amount paid by an Organization to a Relative equal to the salary or wages of such Relative who assists in negotiations and rehabilitation of the victim during and following an incident of Kidnapping, Wrongful Detention, or Hijacking not to exceed a period of sixty (60) days following the end of the Kidnapping, Wrongful Detention, or Hijacking incident, provided that the Insured submits a written account of such Employee's or Relative's involvement in the negotiation and rehabilitation process, and such Employee's or Relative's specific compensable services and expenses.

#### **ADD RETRAINING EXPENSES**

4. The definition of Expenses, as set forth in Subsection 6., Definitions, is amended to include, solely in connection with a Kidnapping, Wrongful Detention or Hijacking, only the reasonable fees and expenses for or cost of retraining an Employee after his or her release from a covered Kidnapping, Wrongful Detention or Hijacking, including but not limited to, the Salary that such Organization continues to pay such Employee while being retrained and the reasonable fees and expenses for the cost of external training courses.

#### **AMEND DEFINITION OF HIJACKING**

5. The definition of **Hijacking**, as set forth in Subsection 6., Definitions, is deleted and replaced with the following:

**Hijacking** means the unlawful detention of an **Insured Person** (other than a **Kidnapping**) by violence or threat of violence by a person or group, where such unlawful detention:

- (a) occurs while traveling on or in an aircraft, watercraft, railroad car or motor vehicle for a period in excess of four (4) hours; or
- (b) occurs while traveling on or in an aircraft, watercraft, railroad car or motor vehicle and results in such Insured Person's Loss of Life.

#### AMEND DEFINITION OF WRONGFUL DETENTION

6. The definition of **Wrongful Detention**, as set forth in Subsection 6., Definitions, is deleted and replaced with the following:

**Wrongful Detention** means the wrongful involuntary confinement of an **Insured Person** (other than **Kidnapping** or **Hijacking**) by a person or group, for a period of not less than four (4) hours.

#### **CONSULTANT FEES**

7. The Expense Coverage provided pursuant to Insuring Clause 3. shall be subject to the applicable Limit of Liability as stated in Item 2.(C) of the Declarations; provided, however, in the event the **Parent Corporation** shall select <u>The Ackerman Group</u> as the (i) independent security consultant, or (ii) independent forensic analyst (as such terms are used within the definition of **Expenses**), then the fees and expenses for and costs of any of the above, when provided by <u>The Ackerman Group</u> shall be deemed reasonable and unlimited and shall not be subject to the Limit of Liability applicable to Insuring Clause 3.

#### ADD CORPORATE CHILD ABDUCTION COVERAGE

8. A. The following Insuring Clause is added:

Corporate Child Abduction Expense Coverage Insuring Clause

The Company shall reimburse the **Organization** for **Corporate Child Abduction Expenses** paid by an **Organization** or a **Child's** parents resulting directly from a **Corporate Child Abduction**.

B. With respect to the Corporate Child Abduction Expense Coverage Insuring Clause, the following terms shall apply:

Child means any natural person less than eighteen (18) years of age.

**Corporate Child Abduction** means the wrongful abduction of a **Child** from the **Premises** by a person other than a **Relative** of such **Child**.

**Corporate Child Abduction Expenses** means only the reasonable fees and expenses for or cost of:

- (i) services rendered by a representative of The Ackerman Group;
- (ii) travel and accommodations of the **Child's** parents;
- (iii) an independent public relations consultant;
- (iv) publicity incurred by an Organization to locate the Child;
- (v) psychiatric services for the Child's parents during the Corporate Child Abduction and for a period of up to thirty (30) days following the Child's release or Loss of Life:
- (vi) a reward paid by an **Organization** to a natural person who provides information not otherwise available leading to the arrest and conviction of the person(s) responsible for such **Corporate Child Abduction**;
- (vii) reasonable expenses of rest and rehabilitation, including meals and recreation, for up to thirty (30) days, when such expenses are incurred within twelve (12) months following the Child's release; or
- (viii) other reasonable expenses incurred by an **Organization**, subject to the Company's prior written approval.
- C. Solely with respect to a **Corporate Child Abduction**, the definition of **Relative** as defined in Subsection II., Definitions, is deleted and replaced with the following:

**Relative** means a parent, step-parent or agent of a parent, guardian, sibling or ancestor (lineal or otherwise) of a **Child**.

D. With respect to the Corporate Child Abduction Expense Coverage Insuring Clause, Subsection 11., Limits of Liability and Retention, is amended to include the following:

The Company shall only be liable for a **Corporate Child Abduction** that first occurs during the **Policy Period**.

The Company's maximum liability shall not exceed \$1,000,000 for all Corporate Child Abduction Expenses arising from one Corporate Child Abduction and any related Corporate Child Abduction, or a series of Corporate Child Abductions.

E. A loss shall be deemed to have been sustained under the Corporate Child Abduction Expense Coverage Insuring Clause at the time of the payment of incurred **Corporate Child Abduction Expenses** by the **Organization**.

#### ADD THREAT RESPONSE COVERAGE

9. A. The following Insuring Clause is added:

Threat Response Expense Coverage Insuring Clause

The Company shall reimburse the **Organization** for **Threat Response Expenses** paid by an **Organization** or an **Insured Person** resulting directly from a **Threat**.

B. With respect to the Threat Response Expense Coverage Insuring Clause, the following terms shall apply:

**Threat** means a threat or threats made solely and directly against an **Organization** or an **Insured Person** to:

- (i) commit a **Kidnapping** of, do bodily harm to, or wrongfully abduct or detain any **Insured Person**: or
- (ii) damage, destroy or Contaminate any Organization's Property,

by a person or group, whether acting alone or in collusion with others.

All such threats:

- (1) related by a common committed, attempted or threatened act; or
- (2) made contemporaneously against the same **Organization** or the same **Insured Person** or involving the same **Insured Person** or **Organization's Property**,

will be deemed to constitute a single Threat.

**Threat Response Expenses** means, solely in connection with a **Threat**, only the reasonable fees and expenses for or cost of:

- (i) assessment of such Threat by The Ackerman Group;
- (ii) security guard services for the threatened Insured Person or Organization's Property provided by The Ackerman Group.
- C. No coverage will be available under the Threat Response Expense Coverage Insuring Clause for loss:
  - resulting from fraud by an **Insured Person**, whether acting alone or in collusion with others:
  - (ii) unless the **Threat** occurs or is directly or indirectly communicated to any **Insured** prior to:
    - (1) termination of this Coverage Section as to such **Insured** and is discovered and communicated in writing to the Company within one (1) year following the effective date of such termination;
    - (2) termination of any Insuring Clause or termination of any particular coverage offered under any Insuring Clause and is discovered and communicated in writing to the Company within one (1) year following the effective date of such termination:
    - (3) termination in its entirety of this Coverage Section and is discovered and communicated in writing to the Company within one (1) year following the effective date of such termination, if this Coverage Section is not renewed with the Company; or
    - (4) termination in its entirety of this Coverage Section and is discovered and communicated in writing to the Company prior to such termination, if this Coverage Section is renewed with the Company.

D. With respect to the Threat Response Expense Coverage Insuring Clause, Subsection 11., Limits of Liability and Retention, is amended to include the following:

The Company shall only be liable for a Threat that first occurs during the Policy Period.

The maximum liability of the Company will not exceed \$250,000 for all **Threat Response Expenses** arising from one **Threat** or a series of related **Threats**.

E. A loss shall be deemed to have been sustained under the Threat Response Expense Coverage Insuring Clause at the time of the payment of incurred **Threat Response Expenses** by the **Organization**.

#### ADD BUSINESS INCOME COVERAGE

10. A. The following Insuring Clause is added:

**Business Income Coverage Insuring Clause** 

The Company shall pay the **Organization** for actual **Business Income** loss sustained by an **Organization** resulting from the actual suspension of **Operations** during the **Period of Restoration**.

Such actual suspension of **Operations** must result solely and directly from:

- (a) a Kidnapping, Hijacking, Political Threat or Wrongful Detention;
- (b) an **Extortion Threat** described in subparagraph (a) or (b) of the definition of **Extortion Threat**: or
- (c) a **Cyber Extortion** described in subparagraph (a) of the definition of **Cyber Extortion**, provided that the reasonable investigation described in the definition of **Cyber Extortion** conducted to reasonably determine that the threat is technologically credible must be conducted by The Ackerman Group.
- B. With respect to the Business Income Coverage Insuring Clause, the following terms shall apply:

#### **Business Income** means:

- (a) the sum of:
  - (1) net profit before income taxes that would have been earned by the Organization had no actual suspension of Operations described in the Business Income Coverage Insuring Clause, occurred;
  - (2) the actual cost of continuing, on a curtailed basis, business activities of the Organization that are necessary for the Organization to resume Operations with substantially the same quality of service that existed immediately preceding the actual suspension of Operations described in the Business Income Coverage Insuring Clause; and
  - (3) reasonable expenses that would not have been incurred had no actual suspension of **Operations** described in the Business Income Coverage Insuring Clause occurred and that were incurred by the **Organization** for the sole purpose of reducing loss described in (a)(1) and (a)(2) above, not to exceed the amount of the actual reduction of such loss:
- (b) less the sum of:

- (1) all recoveries, insurance, suretyship and other indemnity which would cover loss described in (a) above in the absence of this coverage; and
- (2) the amount by which the **Organization** fails to reduce loss described in (a) above through any reasonable measures.

**Operations** means normal business activities of the **Organization** at the **Premises** directly affected by the event described in subparagraph (a), (b), or (c) of the Business Income Coverage Insuring Clause and existing prior to such event.

#### Period of Restoration means the period of time that:

- (i) begins six (6) hours following the actual suspension of **Operations** described in the Business Income Coverage Insuring Clause; and
- (ii) ends on the earlier of:
  - the date such **Operations** are restored, with due diligence and dispatch, to
    the condition that existed prior to the event described in subparagraph (a),
     (b), or (c) of the Business Income Coverage Insuring Clause; or
  - (2) 120 days after the actual suspension of **Operations** described in the Business Income Coverage Insuring Clause.

Termination of this coverage section will not reduce the **Period of Restoration**.

C. With respect to the Business Income Coverage Insuring Clause, Subsection 11, Limits of Liability and Retention, of this Coverage Section is amended to include the following:

The Company shall only be liable for an actual suspension of **Operations** that first occurs during the **Policy Period**.

The Company's maximum liability shall not exceed \$1,000,000 for all **Business Income** loss arising from one event described in subparagraph (a), (b), or (c) of Business Income Coverage Insuring Clause, or any related event(s) described in subparagraph (a), (b), or (c) of Business Income Coverage Insuring Clause, or a series of related events described in subparagraph (a), (b), or (c) of Business Income Coverage Insuring Clause.

D. A loss shall be deemed to have been sustained under the Business Income Coverage Insuring Clause of this Coverage Section at the time income would have been earned and at the time of the payment of incurred costs and expenses by the **Organization**.

#### ADD EXPRESS KIDNAP COVERAGE

- 11. A. Solely with respect to any **Express Kidnap**, Subsection 6., Definitions, is amended as follows:
  - (1) The definition of **Kidnapping** is deleted and replaced with the following:

#### Kidnapping means an:

(1) actual or alleged wrongful abduction, and holding under duress or by fraudulent means, of an **Insured Person**, by a person or a group, whether acting alone or in collusion with others which includes a demand or a series of demands for payment or a series of payments by an **Insured**, in exchange for the release of such **Insured Person**; or

- (2) Express Kidnap.
- (2) The following definition is added:

#### **Express Kidnap** means the unlawful detention of an **Insured Person** that:

- (a) lasts for less than six (6) hours;
- (b) is carried out by violence or threat of violence by a person or group;
- (c) commences while the **Insured Person** is traveling in or entering/exiting a motor vehicle; and
- (d) involves the perpetrator(s)' demand of property or other consideration as a condition of that **Insured Person**'s release.
- C. For purposes of this endorsement, Exclusions 9. (a) and (b) are deleted.
- D. The Company's limit of liability for each **Express Kidnap** or a series of related **Express Kidnaps** shall be \$250,000; provided that in the event a loss triggers both an **Express Kidnap** and coverage under another Insuring Clause, only the greater of the applicable limits of liability shall apply to such loss.
- E. The Company's limit of liability for **Accidental Loss** arising out of **Express Kidnap** shall be \$1,250,000.

#### ADD HOSTAGE CRISIS COVERAGE

- 12. Solely with respect to Insuring Clause 3, Expense Coverage, the following shall apply:
  - A. Subsection 6., Definitions, is amended as follows:
    - (1) The definition of **Kidnapping** is deleted and replaced with the following:

#### Kidnapping means:

- (i) an actual or alleged wrongful abduction, and holding under duress or by fraudulent means, of an **Insured Person**, by a person or a group, whether acting alone or in collusion with others which includes a demand or a series of demands for payment or a series of payments by an **Insured**, in exchange for the release of such **Insured Person**; or
- (ii) solely with respect to Insuring Clause 3, Expense Coverage, a Hostage Crisis.
- (2) For purposes of this endorsement, Hostage Crisis means an actual wrongful abduction and holding of an Insured Person under duress by one party in a conflict with another party, where the holding party demands from the other party a payment or other satisfaction of specified terms in exchange for the release of such Insured Person, and the person from whom such payment or other satisfaction of specified terms is demanded is within hearing or sight distance of the Insured Person (whether by physical presence, telephone conference, or video conference).
- (3) With respect to a **Hostage Crisis**, the definition of **Expenses** is amended as follows:
  - (a) paragraph (a)(iii) is deleted and replaced with the following:
    - (iii) travel and accommodations of an Insured Person, a Hostage Crisis victim, and his Relatives to the country of which the Hostage Crisis victim is a national, and the travel costs of a Hostage Crisis victim's replacement and his Relatives to the country where the Hostage Crisis occurred;

- (b) paragraph (a)(v) is deleted and replaced with the following:
  - independent security services solely for protecting an Insured Person(s) and/or property located in the country where the Hostage Crisis event has occurred, on the specific direction of The Ackerman Group and/or alternative security consultants, in accordance with the Company's prior written approval;
- (c) paragraph (a)(x) is deleted and replaced with the following:
  - a reward paid by an Organization to a natural person who provides information not otherwise available leading to the resolution of such Kidnapping, Extortion Threat, Wrongful Detention, Hijacking, or Hostage Crisis;
- (d) paragraph (a)(xi) is deleted and replaced with the following:
  - (xi) the Salary which an Organization continues to pay an Employee following such Kidnapping, Wrongful Detention, Hijacking or Hostage Crisis of such Employee. Such coverage shall apply to the Salary of such Employee in effect at the time of such Kidnapping, Wrongful Detention, Hijacking or Hostage Crisis and will end sixty (60) days after such Employee is released or suffers Loss of Life, or sixty (60) months after such Kidnapping, Wrongful Detention, Hijacking or Hostage Crisis began, whichever is more recent;
- (e) paragraph (a)(xii) is deleted and replaced with the following:
  - (xii) the salary or wages which an Organization pays a newly hired natural person to conduct the duties of an Employee following such Kidnapping, Wrongful Detention, Hijacking, or Hostage Crisis of such Employee. Such coverage shall apply up to the Salary of such Employee in effect at the time of such Kidnapping, Wrongful Detention, Hijacking, or Hostage Crisis and will end thirty sixty (60) after such Employee is released or suffers Loss of Life, or sixty (60) months after such Kidnapping, Wrongful Detention, Hijacking, or Hostage Crisis began, whichever is more recent;
- (f) paragraph (a)(xv) is deleted and replaced with the following:
  - (xv) reasonable expenses of rest and rehabilitation, including meals and recreation, when such expenses are incurred within six (6) months following an **Insured Person's** release;
- (g) paragraph (d) is deleted and replaced with the following:
  - (d) other reasonable expenses incurred by an Organization.
- (h) the following paragraphs are added:
  - (i) the amount paid by an **Organization** to a **Relative** equal to the salary or wages of such **Relative** who assists in negotiations and rehabilitation of the victim during and following an incident of **Hostage Crisis**, not to exceed a period of sixty (60) days following the end of the **Hostage Crisis** incident.

- (ii) costs incurred by the **Organization** for the **Salaries** of **Employees** specifically designated to assist in negotiating on the **Hostage Crisis** situation, not to exceed the **Employees**' base rate of pay;
- (iii) job retraining costs of the **Hostage Crisis** victim, including the salary of the **Hostage Crisis** victim while being retrained, and the costs of external training classes;
- B. With respect to a **Hostage Crisis**, the definition of **Legal Liability Costs** is deleted and replaced with the following:

**Legal Liability Costs** means the reasonable defense costs incurred by an **Organization** and damages which an **Organization** becomes legally obligated to pay as a result of a judgment or settlement in any suit brought by an **Insured Person** (or the estate, heirs or legal representatives of such **Insured Person**) as a result of a **Hostage Crisis**, provided that such **Organization** agrees as a condition precedent to coverage under Insuring Clause 5 to cooperate with the Company in conducting the defense or in negotiating the settlement of such suit.

- C. With respect to a **Hostage Crisis**, Exclusion 7.(i) is deleted.
- D. The Company's maximum liability for each loss arising out of a **Hostage Crisis** situation and all related **Hostage Crisis** situations shall not exceed \$250,000. Such amount shall be part of, and not in addition to, the Limits of Liability as set forth in Item 2(C) of the Declarations of this Coverage Section.

#### ADD DISAPPEARANCE INVESTIGATION EXPENSES

- 13. A. Subsection 6., Definitions, is amended as follows:
  - (1) The preamble in paragraph (a) of the definition of **Expenses** is deleted and replaced with the following:
    - (a) solely in connection with a **Kidnapping**, **Extortion Threat**, **Political Threat**, **Hijacking**, **Wrongful Detention**, or **Disappearance**, only the reasonable fees and expenses for, or cost of:
  - (2) The following definition is added:

**Disappearance** means an unexplained vanishing by an **Insured Person** for a period of longer than thirty-six (36) hours, provided the vanishing has been reported to the local authorities, and a ransom demand has not been made in connection therewith. The **Disappearance** of two or more **Insured Persons** last seen or reported together shall be treated as one **Disappearance**.

- B. No coverage will be available under this Coverage Section for **Expenses** caused by **Disappearance** if:
  - (a) an Insured Person disappears at his or her own volition. Any amounts paid to the Insured in connection with such voluntary Disappearance shall be refunded by the Insured to the Company in the event the Disappearance is determined to be voluntary.
  - (b) the **Disappearance** occurs within twenty-four hours of a natural disaster which is reported by local or global media.
  - (c) the **Disappearance** occurs while an **Insured Person** is located in an area declared unsafe or uninhabitable by a local government.

C. The **Company**'s liability for each **Disappearance** event and all related **Disappearance** events shall be limited to \$250,000. Such amount shall be part of, and not in addition to, the Limits of Liability as set forth in Item 2(C) of the Declarations of this Coverage Section.

#### ADD EMERGENCY POLITICAL REPATRIATION EXPENSE COVERAGE

14. A. The following Insuring Clause is added:

Emergency Political Repatriation Expense Coverage Insuring Clause

The Company shall reimburse the **Organization** for **Emergency Political Repatriation Expenses** paid by an **Organization** resulting directly from an **Emergency Political Repatriation** or **Relocation**.

B. Subsection 6, Definitions, is amended to include the following terms:

**Emergency Political Repatriation** means the return of an **Insured Person** to his or her **Resident Country** resulting directly from:

- (a) the issuance of a public announcement by a government agency of such Resident Country that the category of person, which includes such Insured Person, should leave the country in which such Insured Person is a temporary resident as the result of a politically motivated threat or threats by a person or group:
  - (i) acting as an agent of or with tacit approval of any government or governmental entity; or
  - (ii) acting or purporting to act on behalf of any political terrorist or insurgent party, organization or group;
- (b) such **Insured Person** being expelled or declared persona non grata by written directive of the recognized government of the country in which such **Insured Person** is a temporary resident; or
- (c) the complete seizure, confiscation or expropriation of the Premises located in the country in which such Insured Person is a temporary resident by the recognized government of such country;

provided that such **Insured Person** was in the country in which he or she was a temporary resident prior to the occurrence of any event described in subparagraphs (a), (b) or (c) above.

#### **Emergency Political Repatriation Expenses** means:

- (a) solely in connection with an **Emergency Political Repatriation**, only the reasonable fees and expenses for or cost of:
  - (i) travel of an **Insured Person** to the nearest place of safety or to his or her **Resident Country**;
  - (ii) accommodations of an **Insured Person** for up to seven (7) days;
  - (iii) the Salary which an Organization continues to pay an Employee following such Emergency Political Repatriation of such Employee. Such coverage shall apply to the Salary of such Employee in effect at the time of such Emergency Political Repatriation and will end upon the Relocation of such Employee or 120 days after such Emergency Political Repatriation began, whichever is more recent;

(b) solely in connection with a **Relocation**, only the reasonable fees and expenses for or cost of travel of an **Insured Person** to the country which he or she left as the result of an **Emergency Political Repatriation**.

**Relocation** means the return of an **Insured Person** to the country which he or she left as the result of an **Emergency Political Repatriation**.

Resident Country means the country of which an Insured Person is a national.

- C. No coverage will be available under the Emergency Political Repatriation Expense Coverage Insuring Clause for loss arising from or due to:
  - (a) any violation of law by an Insured;
  - (b) fraud by an **Insured Person**, whether acting alone or in collusion with others;
  - (c) failure to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation;
  - (d) any bankruptcy, insolvency, debt or commercial failure or any repossession of any property;
  - (e) any breach of contract;
  - (f) any natural or man-made disaster, including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm; or
  - (g) any nuclear fission, fusion or radioactivity.
- D. No coverage will be available under the Emergency Political Repatriation Expense Coverage Insuring Clause for loss unless the **Emergency Political Repatriation** or **Relocation** occurs prior to:
  - (i) termination of this Coverage Section as to any applicable **Insured** and is discovered and communicated in writing to the Company as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination;
  - (ii) termination of any Insuring Clause or termination of any particular coverage offered under any Insuring Clause and is discovered and communicated in writing to the Company as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination; or
  - (iii) termination of this Coverage Section in its entirety and is discovered and communicated in writing to the Company as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination.
- E. With respect to the Emergency Political Repatriation Expense Coverage Insuring Clause, Subsection 11, Limits of Liability and Retention, is amended to include the following:

The Company shall only be liable for an **Emergency Political Repatriation** or **Relocation** that first occurs during the **Policy Period**.

The Company's maximum liability shall not exceed \$1,000,000 for all Emergency Political Repatriation Expenses arising from one Emergency Political Repatriation and any related Emergency Political Repatriation or Relocation, or a series of related Emergency Political Repatriations and Relocations.

F.	A loss shall be deemed to have been sustained under the Emergency Political Repatriation Expense Coverage Insuring Clause at the time of the payment of incurred <b>Emergency Political Repatriation Expenses</b> by the <b>Organization</b> .				
	and any headings in this endorsement/rider are d conditions of coverage.	e solely for convenience and form no part of the			
All other to	erms, conditions and limitations of this Policy sh	nall remain unchanged.			
		<endsig></endsig>			
		Authorized Representative			

#### **ENDORSEMENT/RIDER**

<COVSECT>

Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

#### CRIME PANEL ENHANCEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to this Crime Coverage Section the following coverage enhancements are being made:

#### ADD DAMAGE TO EXTERIOR OF PREMISES COVERAGE

- 1. Item (iv) of the Premises Coverage Insuring Clause 2, of the Insuring Clauses Subsection, is deleted and replaced with the following:
  - (iv) damage to the **Premises** or its exterior which results from **Robbery** or **Safe Burglary**,

#### AMEND DEFINITION OF COMPUTER SYSTEM

2. The definition of **Computer System**, as set forth in Subsection 11, Definitions, is deleted and replaced with the following:

**Computer System** means a computer and all input, output, processing, storage, off-line media library and communication facilities which are connected to such computer, provided that such computer and facilities are:

- (a) owned and operated by an **Organization**;
- (b) leased and operated by an **Organization**; or
- (c) utilized by an Organization.

#### AMEND DEFINITION OF EMPLOYEE

- 3. A. Paragraph (a) of the definition of **Employee**, as set forth in Subsection 11., Definitions, is deleted and replaced with the following:
  - (a) (i) natural person while in the regular service of an **Organization** in the ordinary course of such **Organization's** business, whom such **Organization** compensates by **Salary** and has the right to govern and direct in the performance of such service, including any part-time or seasonal employee;

- (ii) natural person while in the regular service of an **Organization** in the ordinary course of such **Organization**'s business, whom such **Organization** has the right to govern and direct in the performance of such service and is assigned to perform such service by any agency furnishing leased personnel or temporary personnel on a contingent or part-time basis; provided that **Employee** shall not include such a natural person, and no coverage will be available under this coverage section for loss caused by such a natural person, if such loss is covered under any bond, indemnity or insurance held by the agency furnishing such personnel;
- B. The definition of **Employee**, as set forth in Subsection 11., Definitions, is amended to include any:
  - (i) former or retired **Employee** of the **Organization** retained as a consultant (as evidenced by a written contract for services) to the **Organization**; or
  - (ii) **Employee** while on leave for military service.

#### **AMEND DEFINITION OF EXECUTIVE**

4. The definition of **Executive**, as set forth in Subsection 11., Definitions, is deleted and replaced with the following:

Executive means any natural person specified below:

- (a) duly elected or appointed director, officer, trustee, member of the Board of Managers or member of a duly constituted committee of an **Organization** chartered in the United States of America;
- (b) in-house general counsel of an **Organization** chartered in the United States of America;
- (c) equivalent positions of (a) or (b) above in an **Organization** chartered in any other jurisdiction anywhere in the world; or
- (d) a partner of an **Organization** while engaged in the regular service of such **Organization**.

#### AMEND DEFINITION OF MONEY ORDERS AND COUNTERFEIT CURRENCY FRAUD

- 5. Subparagraph (b) of the definition of **Money Orders and Counterfeit Currency Fraud**, as set forth in Subsection 11., Definitions, is deleted and replaced with the following:
  - (b) in the regular course of business, of any counterfeit paper currency.

#### **AMEND DEFINITION OF SECURITIES**

6. The definition of **Securities**, as set forth in Subsection 11., Definitions, is amended to include revenue and other stamps in current use, casino chips, tokens and tickets; provided that **Securities** shall not include **Money**.

#### REPRODUCTION COSTS SUBLIMIT

7. A. Exclusions 12(g), as set forth in Subsection 12, Exclusions, shall not apply to the cost of reproducing information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes, or other records resulting directly from a covered loss.

B. The Company's maximum liability for the cost of reproducing information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes, or other records resulting directly from a covered loss shall be \$25,000, which amount shall be part of, and not in addition to, the applicable Limit(s) of Liability set forth in Item 2 of the Declarations for this Coverage Section.

#### **AMEND EXCLUSION 12(a)**

- 8. A. Exclusion 12(a) of this Coverage Section is deleted.
  - B. The following exclusion is added:

No coverage will be available under Insuring Clause 1 or 9 of this Coverage Section for loss resulting directly or indirectly from any authorized or unauthorized trading of **Money**, **Securities** or **Property**, whether or not in the name of an **Insured** and whether or not in a genuine or fictitious account; provided that this Exclusion shall not apply to otherwise covered loss under Insuring Clause 1 or 9 which results in improper financial gain to an **Employee** (such loss shall mean only the amount of improper financial gain to such **Employee**, and shall not include **Salary**, commissions, fees or other compensation, including but not limited to promotions and raises associated with employment, paid by the **Insured** to such **Employee**).

#### **AMEND EXCLUSION 12(h)(ii)**

- 9. Subparagraph (h)(ii) of Exclusion 12 of this Coverage Section is deleted and replaced with the following:
  - (ii) to render **Data** usable by replacement processing equipment;

#### **AMEND EXCLUSION 12(k)**

- 10. A. Exclusion 12(k) of this coverage section is deleted.
  - B. The following exclusion is added:

No coverage will be available under Insuring Clause 2, 3, 4, 5, 6, or 8 for loss due to an **Insured** knowingly having given or surrendered **Money**, **Securities** or **Property** in any exchange or purchase with a **Third Party**; provided that this Exclusion shall not apply to otherwise covered loss of **Property** under Insuring Clause 5.

#### AMEND EXCLUSION 12(j)

- 11. A. Exclusion 12(j) of this Coverage Section is deleted.
  - B. The following exclusion is added:

No coverage will be available under Insuring Clause 2 or 3 for loss or damage due to fire; provided that this Exclusion shall not apply to:

- (i) loss of Money or Securities; or
- (ii) damage to any safe or vault caused by the application of fire thereto for the purposes of **Safe Burglary**.

#### **DELETE EXCLUSION 17**

12. Exclusion 17 of this coverage section is deleted.

#### **AMEND EXCLUSION 19**

- Exclusion 19 of this coverage section is deleted and replaced with the following:
  - 19. No coverage will be available under this coverage section for:
    - (a) loss unless sustained by an Insured prior to the termination of this coverage section as to such Insured, and Discovered and written notice thereof is given to the Company within sixty (60) days following such termination;
    - (b) loss unless sustained prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause, and **Discovered** and written notice thereof is given to the Company within sixty (60) days following such termination; or
    - (c) loss unless sustained prior to the termination of this coverage section in its entirety, and **Discovered** and written notice thereof is given to the Company within sixty (60) days following such termination;

provided that in no event will coverage be available under this Coverage Section for such loss if such loss is covered under any renewal or replacement of this Coverage Section or any Insuring Clause or any particular coverage offered under any Insuring Clause issued by the Company or by any affiliate of the Company.

#### AMEND LIMITS OF LIABILITY AND RETENTION SUBSECTION

14. Subsection 24, Limits of Liability and Retention, is amended to include the following:

If any loss is covered in part under this Coverage Section and in part under a prior bond or policy, the applicable Retention set forth in Item 2 of the Declarations for this Coverage Section shall be reduced by the retention applied to such loss by the superseded insurance carrier.

#### AMEND VALUATION AND FOREIGN CURRENCY SUBSECTION

- 15. Paragraph (a) of Subsection 27, Valuation and Foreign Currency, is deleted and replaced with the following:
  - (a) the actual market value of lost, damaged or destroyed Securities at the closing price of such Securities on the business day immediately preceding the day on which a loss is Discovered, or the cost of replacing such Securities, whichever is less, plus the cost to post a Lost Instrument Bond;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<endsig></endsig>	
Authorized Representati	ve

<COVSECT>

Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DIRECTORS & OFFICERS NFP PANEL ENHANCEMENT ENDORSEMENT (Absolute Non-Rescindable)

In consideration of the premium charged, it is agreed that solely with respect to the Directors & Officers Liability and Entity Liability Coverage Section the following coverage enhancements are being made:

#### **AMEND REPORTING SUBSECTION**

- 1. A. Paragraph (a) of Subsection 6., Reporting and Notice, of the General Terms and Conditions Section, is deemed deleted and replaced with the following:
  - (a) The **Insureds** shall, as a condition precedent to exercising any right to coverage under the Directors & Officers Liability and Entity Liability Coverage Section, give to the Company written notice of any **Claim** as soon as practicable, after the Risk Manager, General Counsel, Executive Director, or their functional equivalents, of any **Organization** first becomes aware of the **Claim**, but in no event later than:
    - (i) ninety (90) days after the effective date of expiration or termination, if this Coverage Section expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased; or
    - (ii) the expiration date of the Extended Reporting Period, if purchased;

provided, that if this Coverage Section is terminated for nonpayment of premium, the **Insureds** shall give to the Company written notice of any **Claim** before the effective date of such termination.

B. The last full paragraph of Subsection 6(b), Reporting and Notice of the General Terms and Conditions is deemed deleted and replaced with the following:

then any Claim subsequently arising from the circumstances referred to in (i) above or from the Wrongful Acts referred to in (ii) above shall be deemed to have been first made during the Policy Period in which the written notice described in (i) or (ii) above was first given by an Insured to the Company, provided any such subsequent Claim is reported to the Company as soon as practicable after the Risk Manager, General Counsel, Executive Director or their functional equivalents, of any Organization first becomes aware of the Claim, but in no event ninety (90) days after such Claim is first made. With respect to any such subsequent Claim, no coverage under the Directors & Officers Liability and Entity Liability Coverage Section shall apply to loss incurred prior to the date such subsequent Claim is actually made.

#### **AMEND DEFINITION OF CLAIM**

- 2. The definition of **Claim** in Subsection 4., Definitions, of this Coverage Section is amended as follows:
  - A. Subparagraph (1)(c) is deleted and replaced with the following:
    - a criminal proceeding commenced by the return of an indictment, information or similar document;
  - B. Subparagraph (2)(c) is deleted and replaced with the following:
    - (c) a criminal proceeding commenced by the return of an indictment, information or similar document;
  - C. When used in reference to All Insuring Clauses, the definition of **Claim** shall also mean an arbitration or mediation proceeding commenced by a receipt of a demand for arbitration, demand for mediation or other similar document against an **Insured** for a **Wrongful Act**, including any appeal therefrom.

#### **AMEND DEFINITION OF LOSS**

- 3. A. Notwithstanding anything to the contrary contained in this Coverage Section, the term Loss, as defined in Subsection 4 Definitions of this Coverage Section, is amended to include Defense Costs incurred by any Insured in contesting a Claim for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to the following sections of the Internal Revenue Code, 26 U.S.C. §§ 4911, 4940(a), 4941(a), 4941(b), 4942(a), 4942(b), 4943(a), 4943(b), 4944(a), 4944(b), 4945(a), 4945(b), 4955(a), 4955(b), 6652(c)(1)(A), 6652(c)(1)(B), 6655(a)1, 6656(a) or 6656(b).
  - B. It is understood and agreed that no coverage will be available under this Coverage Section for:
    - (i) **Defense Costs** incurred by any **Insured** in contesting a **Claim** for the assessment of any tax penalty pursuant to any section of the Internal Revenue Code other than those specified in paragraph A. above; or
    - (ii) **Loss** which constitutes damages (including punitive or exemplary damages), judgments, settlements, pre-judgment interest or post-judgment interest on account of any **Claim** for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to any section of the Internal Revenue Code specified in paragraph A. above, or the payment of any taxes, initial taxes, additional taxes, tax deficiencies, or penalties assessed pursuant to any such section of the Internal Revenue Code.

#### AMEND EXCLUSION 5(c)

4. Paragraph (c) of Subsection 5. Exclusions Applicable To All Insuring Clauses of this Coverage Section shall also not apply to a **Claim** brought against an **Insured Person** by a bankruptcy trustee, receiver, creditors' committee, liquidator, conservator, rehabilitator or similar official, who has been appointed to take control of, supervise, manage or liquidate the **First Named Organization**.

As used in this endorsement, the term "First Named Organization" shall mean the Organization first named in the Declarations of the General Terms and Conditions Section of this policy.

#### WHISTLEBLOWER CARVEBACK

5. For the purposes of subparagraph (i) of Exclusion 5(c) of this coverage section, the phrase "active assistance or participation of, or solicitation by any **Executive**" shall not include any activity protected under an applicable federal, state, local or foreign law that provides protection similar to 18 U.S.C 1514A(a) ("whistleblower" protection provided under Sarbanes-Oxley Act of 2002).

#### AMEND POLLUTION EXCLUSION

- 6. A. Paragraph (d) of Subsection 5. Exclusions Applicable to All Insuring Clauses of this coverage section is deleted and replaced with the following:
  - (d) based upon, arising from, or in consequence of:
    - (i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Pollutants**; or
    - (ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request,

including but not limited to any **Claim** for financial loss to the **Organization**, to any member, securityholder or creditor of the **Organization**, to any **Outside Entity**, or to any member, securityholder or creditor of an **Outside Entity** based upon, arising from or in consequence of any matter described in clause (i) or clause (ii) of this Exclusion 5(d).

This Exclusion 5(d) shall not apply to **Loss**, other than **Loss** constituting **Clean Up Costs**, on account of a **Claim** for which an **Organization** does not indemnify the **Insured Person** either because the **Organization** is not permitted by common or statutory law to grant such indemnification or because of the **Financial Impairment** of the **Organization**; provided that this exception to Exclusion 5(d) shall not apply to any **Claim** first made in fact after the **Policy Period** but considered pursuant to paragraph (b) of Subsection 6., Reporting and Notice, of the General Terms and Conditions Section of this Policy to have been made during the **Policy Period** because it arises from circumstances noticed to the Company during the **Policy Period**.

B. The following definition is added to Subsection 4., Definitions, of this coverage section:

Clean up Costs means any expenses, incurred in testing for, monitoring, cleaning up neutralizing, containing, treating, removing, detoxifying or assessing the effects of Pollutants.

#### AMEND PROFIT EXCLUSION

7. Paragraph (j) of Subsection 5. Exclusions Applicable To All Insuring Clauses of this Coverage Section is deleted and replaced with the following:

- (j) made against any **Insured** based upon, arising from, or in consequence of:
  - the committing of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**; or
  - (ii) such **Insured** having gained any profit, remuneration or advantage to which such **Insured** was not legally entitled;

as evidenced by a final and non-appealable judgment or adjudication in any proceeding, or, in a criminal proceeding, as evidenced by any plea of guilty, or any similar plea.

With respect to Exclusion (j) as amended above, the term "proceeding," as used therein, shall not include any declaratory proceeding brought by or against the Company.

#### AMEND DEFENSE AND SETTLEMENT SUBSECTION

- 8. A. Paragraph (b) of Subsection 10., Defense and Settlement, is deleted and replaced with the following:
  - (b) The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient.

Solely in the event that the Defense Outside the Limits of Liability Option is purchased as set forth in Item 5 of the Declarations of this Coverage Section, if an **Insured** in any **Claim** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), the Company's liability with respect to such **Claim** shall not exceed:

- the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement; plus
- (ii) fifty percent (50%) of any Loss, including Defense Costs, in excess of the amount referenced in paragraph (i) above, incurred in connection with such Claim; subject in all events to the applicable Retention and Limits of Liability for such Claim. The remaining fifty percent (50%) of Loss, including Defense Costs, in excess of the amount referenced in paragraph (i) above shall be borne by the Insureds uninsured and at their own risk, notwithstanding anything to the contrary contained in Subsection 11., Allocation.
- B. If the Defense Outside the Limits of Liability Option is not purchased as set forth in Item 5 of the Declarations of this Coverage Section, then the third paragraph of paragraph (b) of Subsection 10., Defense and Settlement, of this Coverage Section is deleted.

# AMEND REPRESENTATIONS AND SEVERABILITY SUBSECTION (Absolute Non-Rescindable)

- 9. A. Paragraphs (b) and (c) of Subsection 19., Representations and Severability, of the General Terms and Conditions are deemed deleted and replaced with the following:
  - (b) Any written **Application(s)** for coverage shall be construed as a separate **Application(s)** for coverage by each **Insured Person**. With respect to the declarations and statements

in such **Application**(s), no knowledge possessed by an **Insured Person** shall be imputed to any other **Insured Person**.

However, in the event that such written **Application(s)** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the Company under this Coverage Section, then no coverage shall be afforded for any **Claim** based upon, arising from or in consequence of any such misrepresentations under:

- Insuring Clause 1 of this Coverage Section, with respect to any Insured Person knew of such misrepresentations (whether or not such individual knew such Application(s) contained such misrepresentations);
- (ii) Insuring Clause 2 of this Coverage Section, with respect to any **Organization** to the extent it indemnifies any **Insured Person** in subsection (i) above; and
- (iii) Insuring Clause 3 of this Coverage Section, with respect to any Organization if any past or present chief executive officer or chief financial officer (or any equivalent thereof) of any Organization knew of such misrepresentations (whether or not such individual knew such Application(s) contained such misrepresentations);
- B. Solely with respect to any **Claim** under this Coverage Section which may be subject to Subsection 19., Representations and Severability of the General Terms and Conditions, paragraph (a) of Subsection 11., Allocation, of this Coverage Section is deemed deleted and replaced with the following:

If both **Loss** covered under this Coverage Section and loss not covered under this Coverage Section are incurred by the same **Insureds** on account of any **Claim** because such **Claim** against the **Insureds** includes both covered and non-covered matters or covered and non-covered parties, then all loss incurred by such **Insured** from such **Claim** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of the parties to such matters, and in the event of a settlement in such **Claims**, also based on the relative benefit to the **Insureds** from such settlement.

C. The following Subsection is added to this Coverage Section as follows:

#### Non-Rescindable

The Company shall not be entitled under any circumstances to rescind this Coverage Section with respect to any **Insured**.

Nothing contained herein shall limit or waive any other rights or remedies available to the Company.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<endsig></endsig>	
Authorized Representative	

SERFF Tracking #: ACEH-132156296 State Tracking #: Company Tracking #: 19-PR-2017654

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

**Product Name:** ForeFront Portfolio - Not For Profit Organizations

**Project Name/Number:** FFP NFP 4/19-PR-2017654

# **Supporting Document Schedules**

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	EM generic.pdf
Item Status:	
Status Date:	



#### FORM EXPLANATORY MEMORANDUM

Product Name: Forefront Not-For-Profit

Policy Form Number: See Chart Below Filing/Pipeline Number: 19-PR-2017654

								Rate /
								Premium
		New/				Mandatory /	Broaden , Restrict	Impact?
Form Number	<b>Edition Date</b>	Revised	Form Name/Title	Coverage Part/#	Usage Rules	Optional	or Clarify	(Y/N)
			KIDNAP RANSOM AND EXTORION PANEL	KR&E	Amends various section of the KR&O			
14-02-17193	(09/2010)	New	ENHANCEMENT ENDORSEMENT	14-02-10195/C33782	Coverage Section.	Optional	Clarify	N
				Crime	Amends various sections of the			
14-02-17194	(09/2010)	New	CRIME PANEL ENHANCEMENT ENDORSEMENT		Crime Coverage section	Optional	Clarify	N
					Amends various sections of the D&O			
			DIRECTORS & OFFICERS NFP PANEL		Coverage Section and makes the			
			ENHANCEMENT ENDORSEMENT (Absolute Non-	D&O	section non-rescindable by the			
14-02-17199	(09/2010)	New	Rescindable)	14-02-10191/C33778	Insurer.	Optional	Clarify	N

Please be advised that we are working to add the forms to our internal rating and policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.